

MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC

ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

RECEIVED

SEP 07 2004

September 7, 2004

PUBLIC SERVICE
COMMISSION

Ms. Beth A. O'Donnell, Executive Director
Public Service Commission
P.O. Box 615
211 Sower Blvd.
Frankfort, KY 40602-0615

VIA HAND DELIVERY

RE: **Application of Cellco Partnership d/b/a Verizon Wireless, for Issuance of a Certificate of Public Convenience and Necessity to Construct a Cell Facility on R.R. #3, f/k/a Grace Baptist Church Road, Mt. Vernon, Rockcastle County, Kentucky
PSC Case No. 2004-00353 (Conway Facility)**

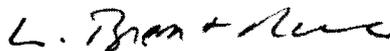
Dear Ms. O'Donnell:

Please be advised that the undersigned represents Verizon Wireless in regard to the above-referenced application which I am filing on its behalf today with the Commission.

The original and four (4) copies of the application are being submitted for filing. Additionally, three Project Description Drawings are submitted with the application. **Any** comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosures

FRANKFORT, KENTUCKY

201 EAST MAIN STREET
SUITE 1000
LEXINGTON, KENTUCKY 40507
(859) 231-8780 • FACSIMILE (859) 231-6518

GREENUP, KENTUCKY

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

SEP 07 2004

PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF CELLCO PARTNERSHIP d/b/a)
VERIZON WIRELESS FOR ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT AN ADDITIONAL)
CELL FACILITY AT R.R.# 3 F/K/A GRACE BAPTIST)
CHURCH ROAD, MT. VERNON, ROCKCASTLE)
COUNTY, KENTUCKY)
(THE CONWAY CELL FACILITY))

Case No. 2004-00353

APPLICATION

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications network in the Commonwealth of Kentucky. In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Cellco Partnership, d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, (908)306-7000, having a local address of 652 South Third Street, Louisville, Kentucky 40202, (502)588-2348.

2. The Applicant is a Delaware general partnership and is therefore not subject to the Articles of Incorporation filing requirements set forth in 807 KAR 5:063 § 1(1)(a) and 807 KAR 5:001 § 8(1)(3). It is a successor in interest to GTE Wireless of the Mid-West Incorporated and GTE Wireless of the South Incorporated, both of which contributed assets to Cellco Partnership as the Public Service Commission was advised by letter dated July 5, 2000, a copy of which is attached hereto as **Exhibit A**. Cellco Partnership's Adoption Notice was filed with the Public Service Commission as "P.S.C. Adoption Notice No. 1" on July 5, 2000, effective pursuant to 807 KAR

5:011 § 9(1) on July 10, 2000. A copy of this Adoption Notice, stamped as "Effective" by the Public Service Commission is additionally attached as part of **Exhibit A**.

3. The Applicant proposes to construct an additional cellular facility in Rockcastle County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 300' self-supporting tower with attached antennas extending upwards for a total height of 310' and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Three (3) Project Description Drawings are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included on the Site Plan (scale: 1" = 200'). A reduced copy of the survey is attached as **Exhibit B**. The survey is signed and sealed by Frank L. Sellinger, II, a licensed professional land surveyor registered in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit C**. The tower design plans include a description of the standard according to which the tower was designed.

4. An original geotechnical investigation report performed by FSTan Land Surveyors and Consulting Engineers of Louisville, Kentucky, dated June 25, 2004 is attached as **Exhibit D**. The geotechnical investigation report is signed and sealed by Raymond E. Frye, Jr., P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs and foundation design recommendations.

5. As noted on the Survey attached as a part of **Exhibit B**, the surveyor has determined that the site is not within any FIA flood hazard area.

6. The possibility of a strong ground shaking has been considered in the design of this guyed tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads, and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("EIA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the tower structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design wind speed is 75 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower structure for maximum member loads.

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by FStan Land Surveyors and Consulting Engineers of Louisville, Kentucky under the supervision of Raymond E. Frye, Jr., P.E., a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes sub-surface exploration and foundation design. He has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by Ft. Worth Tower, Inc. of Ft. Worth, Texas by Martin de la Rosa, a licensed professional engineer in the Commonwealth of Kentucky. The applicant uses qualified installation crews and site inspectors for construction of its towers.

9. The public convenience and necessity require the construction of this additional Cell Facility. The additional Cell Facility is essential to improve service to Applicant's current customers in that transmission and reception "weak spots" within the area to be covered by the Cell Facility will be substantially reduced. The Cell Facility will also increase the system's capacity to meet the increasing demands for cellular service in Kentucky.

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the licensed area. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the

Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area. A map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search area within which a site should be located as determined by the Applicant's Radio Frequency Engineers is attached as **Exhibit E**.

It is imperative that the proposed Cell Facility be constructed to allow Applicant to meet its licensing requirements as mandated by the Federal Communications Commission and to further meet the increasing demands for cellular service in the licensed area.

10. The Cell Facility will serve an area totally within Applicant's current service area in the licensed area.

11. Since the proposed Cell Facility will serve only the licensed area, no further approvals by the Federal Communications Commission ("FCC") are required. See 47 C.F.R. §24.11(b), "[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted."

12. An Application to the Federal Aviation Administration ("FAA") was filed on August 18, 2004, a copy of which is attached as **Exhibit F**. Upon receiving a determination from the FAA, the applicant will forward a copy of such determination as a supplement to this Application. An Application to the Kentucky Airport Zoning Commission ("KAZC") was filed on August 18, 2004, a copy of which is additionally attached as **Exhibit G**. Upon receiving a determination from KAZC, the applicant will forward a copy of such determination as a supplement to this application.

13. The proposed location of the tower is not within a jurisdiction that has adopted

planning and zoning regulations in accordance with KRS Chapter 100. The Applicant has notified the Rockcastle County Judge Executive, by certified mail, return receipt requested, of the proposed construction. The Applicant included in the notice the Commission docket number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as **Exhibit H**.

14. The Cell Facility will be located on R.R. #3, f/k/a Grace Baptist Church Road, Mt. Vernon, Rockcastle County, Kentucky on the Donald E. and Kitty Y. Reese property. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Rockcastle County, Kentucky. The Cell Facility's coordinates are: Latitude: 37° 27' 00.79"; Longitude: 084° 20' 01.80".

15. Clear directions to the proposed site are set forth on the title sheet to the Project Description Drawings. The Vicinity Map attached to the Survey identifies every structure within 500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less than one (1) inch equals 200'. The telephone number of the person preparing the directions is (502)635-5886.

16. Applicant has notified every person who is contiguous or within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners and

copies of the certified letters sent to the referenced property owners are attached as **Exhibit I**. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed Facility is located on RR #3 f/k/a Grace Baptist Church Road, Mt. Vernon, Rockcastle County, Kentucky, on the Donald E. and Kitty Y. Reese property. The proposed site is a rural area and the subject property is not zoned.

18. Applicant has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. Applicant attempted to co-locate on existing towers or structures, however, there are no such existing towers or structures in the vicinity of the proposed site.

19. The site for the Cell Facility is to be leased from Donald E. and Kitty Y. Reese, pursuant to a Lease Agreement dated July 26, 2004. A copy of the Lease Agreement is attached as **Exhibit J**.

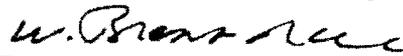
20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is Cingular Wireless, RamCell, Sprint PCS, Nextel Partners, and AT&T Wireless

21. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

22. Any customer complaints may be reported by dialing 611 on the customer's cellular phone.

WHEREFORE, Applicant requests that the Commission, pursuant to KRS 278.020, grant a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed Cell Facility and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



W. Brent Rice
MCBRAYER, MCGINNIS, LESLIE &
KIRKLAND
201 East Main Street, Suite 1000
Lexington, KY 40507
Phone: 859/231-8780

COUNSEL FOR CELLCO
PARTNERSHIP d/b/a VERIZON
WIRELESS

LIST OF EXHIBITS

Exhibit A	Applicant Adoption Notices
Exhibit B	Reduced Site Plan and Survey
Exhibit C	Tower and Foundation Profile
Exhibit D	Report of Geotechnical Exploration
Exhibit E	Search Area Map
Exhibit F	FAA Application
Exhibit G	KAZC Application
Exhibit H	Correspondence to Rockcastle County Judge Executive
Exhibit I	Notice to Adjoining Property Owners
Exhibit J	Real Estate Lease Agreement

P.S.C. Adoption Notice No. 1
ADOPTION NOTICE

The undersigned, Celco Partnership d/b/a Verizon Wireless, of Bedminster, New Jersey, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing commercial mobile radio service in the Commonwealth of Kentucky, filed with the Public Service Commission by GTE Wireless of the South Incorporated of Alpharetta, Georgia, and in effect on the day of July 10, 2000, the date on which the public service business of GTE Wireless of the South Incorporated, was taken over by it.

This notice is issued on the 5th day of JULY, 2000, in conformity with Section 20 of P.S.C. Tariff Regulations adopted by the Public Service Commission.

By: S. Mark Tuller

S. Mark Tuller
Vice President, Legal and External Affairs and General Counsel
Celco Partnership d/b/a Verizon Wireless

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

AUG. 22. 2000 3:20PM ML&CFT 582 564 3460

NO. 789 P. 4
17.220 P. 3
Kentucky PSC Term No. 1

CELCO PARTNERSHIP D/B/A/ VERIZON WIRELESS
-CELLULAR RADIO TELECOMMUNICATIONS SERVICE TARIFF-

For the Lexington, Kentucky, Louisville, Kentucky/Indiana MSAs
and the Kentucky 7 - Trimble RSA
and the Kentucky 2 - Union RSA
Cellular Geographic Service Areas

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

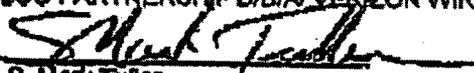
PURSUANT TO 807 KAR 6.011,
SECTION 9(1)
BY: Stephan D. Bill
SECRETARY OF THE COMMISSION

ISSUED: JULY 6, 2000

EFFECTIVE: JULY 10, 2000

CELCO PARTNERSHIP D/B/A/ VERIZON WIRELESS

BY:


B. Mark Tuller
V.P. Legal and External Affairs and General Counsel
180 Washington Valley Road
Bedminster, NJ 07821

IN THE NAME AND BY THE AUTHORITY OF THE



JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, JOHN Y. BROWN III, Secretary of State for the Commonwealth of Kentucky, do certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of APPLICATION FOR CERTIFICATE OF AUTHORITY OF VERIZON WIRELESS (VAW) LLC FILED OCTOBER 17, 2000.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal.

Done at Frankfort this 23RD day of

APRIL, 20 01

John Y. Brown III
Secretary of State, Commonwealth of Kentucky

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE



0503825.06

John Y. Brown III
Secretary of State
Received and Filed
10/17/2000 02:11 PM

APPLICATION FOR CERTIFICATE OF AUTHORITY

Fee Receipt: \$90.00
Date: 10/17/2000

Pursuant to the provisions of KRS Chapter 275, the undersigned hereby applies for authority to transact business in Kentucky on behalf of the limited liability company named below and for that purpose submits the following statement:

1. The company is a limited liability company (LLC)
 a professional limited liability company (PLLC).

2. The name of the limited liability company is
Verizon Wireless (VAW) LLC

3. The name of the limited liability company to be used in Kentucky is

4. Delaware is the state or country of organization.

5. July 23, 1999 is the date of organization and, if the limited liability company has a specific date of dissolution, the latest date upon which the limited liability company is to dissolve is _____

6. The street address of the office required to be maintained in the state of formation or, if not so required, the principal office address is

One California Street, 21st. Floor, San Francisco, CA 94111

7. The names and usual business addresses of the current managers, if any, are as follows:

Name	Address

8. The street address of the registered office in Kentucky is

421 West Main Street Frankfort KY 40601

and the name of the registered agent at that office is
Corporation Service Company

9. This application will be effective upon filing, unless a delayed effective date and/or time is specified:

I certify that, as of the date of filing this application, the above-named limited liability company validly exists as a limited liability company under the laws of the jurisdiction of its formation.

[Signature]
Assistant Secretary of Office Partnership, Sch. Member

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service Company
Date: October 9, 2000
I, _____, do hereby serve as the registered agent on behalf of the limited liability company.

[Signature]
John S. Hoernigmann, Assistant Vice President

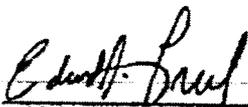
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VERIZON WIRELESS (VAW) LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF OCTOBER, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VERIZON WIRELESS (VAW) LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF JULY, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.




Edward J. Freel, Secretary of State

3073833 8300

001514781

AUTHENTICATION: 0730661

DATE: 10-12-00

IN THE NAME AND BY THE AUTHORITY OF THE



JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, JOHN Y. BROWN III, Secretary of State for the Commonwealth of Kentucky, do certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

CERTIFICATE OF ASSUMED NAME OF

VERIZON WIRELESS HAS BEEN ADOPTED BY VERIZON WIRELESS (VAW) LLC FILED
OCTOBER 17, 2000.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal.

Done at Frankfort this 23RD day of

APRIL, 20 01

John Y. Brown III
Secretary of State, Commonwealth of Kentucky

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE

0503825.12



John Y. Brown III
Secretary of State
Received and Filed
10/17/2000 02:13 PM
Fee Receipt: \$20.00
Peraine - C226

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of

Verizon Wireless

has been adopted by Verizon Wireless (VZW) LLC

which is the "real name" of (FOR MULTIPLE CHECK ONE)

- | | |
|--|---|
| <input type="checkbox"/> a Domestic General Partnership | <input type="checkbox"/> a Foreign General Partnership |
| <input type="checkbox"/> a Domestic Registered Limited Liability Partnership | <input type="checkbox"/> a Foreign Registered Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership | <input type="checkbox"/> a Foreign Limited Partnership |
| <input type="checkbox"/> a Domestic Business Trust | <input type="checkbox"/> a Foreign Business Trust |
| <input type="checkbox"/> a Domestic Corporation | <input type="checkbox"/> a Foreign Corporation |
| <input type="checkbox"/> a Domestic Limited Liability Company | <input checked="" type="checkbox"/> a Foreign Limited Liability Company |
| <input type="checkbox"/> a Joint Venture | |

organized and existing in the state or country of Delaware and whose address is
One California Street, 21st Fl. San Francisco CA 94111

The certificate of assumed name is executed by Verizon Wireless (VZW) LLC by Callico Partnership,
its sole member

Paul Serber
Paul Serber - Assistant Secretary
July 13, 2000

NOTES:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
 2. REINFORCING STEEL SHALL BE ASTM A615 GR. 60 (Fy = 60 KSI)
 3. TOTAL CONCRETE = 142 CUBIC YARDS FOR 3 PIERS
 4. SEE PREVIOUS PAGE FOR ANCHOR BOLTS SIZE AND LENGTH
 5. FOUNDATION DESIGN IS BASED UPON SOIL REPORT
- PREPARED BY : FSTAN
 PROJECT NO. : 04-2554
 DATED : 6/25/04

FWT, Inc.

1901 EAST LOOP 320 SOUTH, FORT WORTH, TX 76112
 TEL: (817)457-3060 FAX (817)429-6010

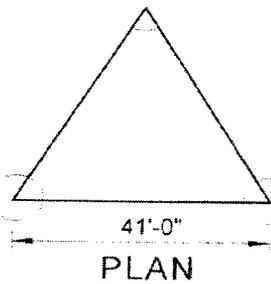
Page 1 Of 1 By TWL
 Checked By _____ Date 7/14/2004
 Job No. JD40713004 Design No. S04-0366-A
 Revision No. _____ Date _____
 Tower: 300 FT SELF SUPPORT TOWER
 Site: CONWAY, MT. VERNON, KY

Owner: VERIZON WIRELESS
 Design: 75 MPH/ 65 MPH + 1/2" ICE
 According to ANSI/EIA 222-F 1996

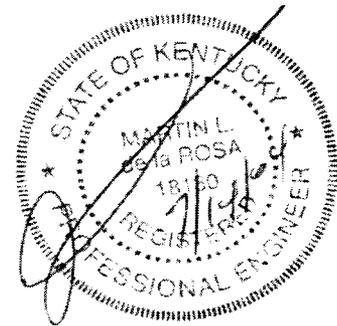
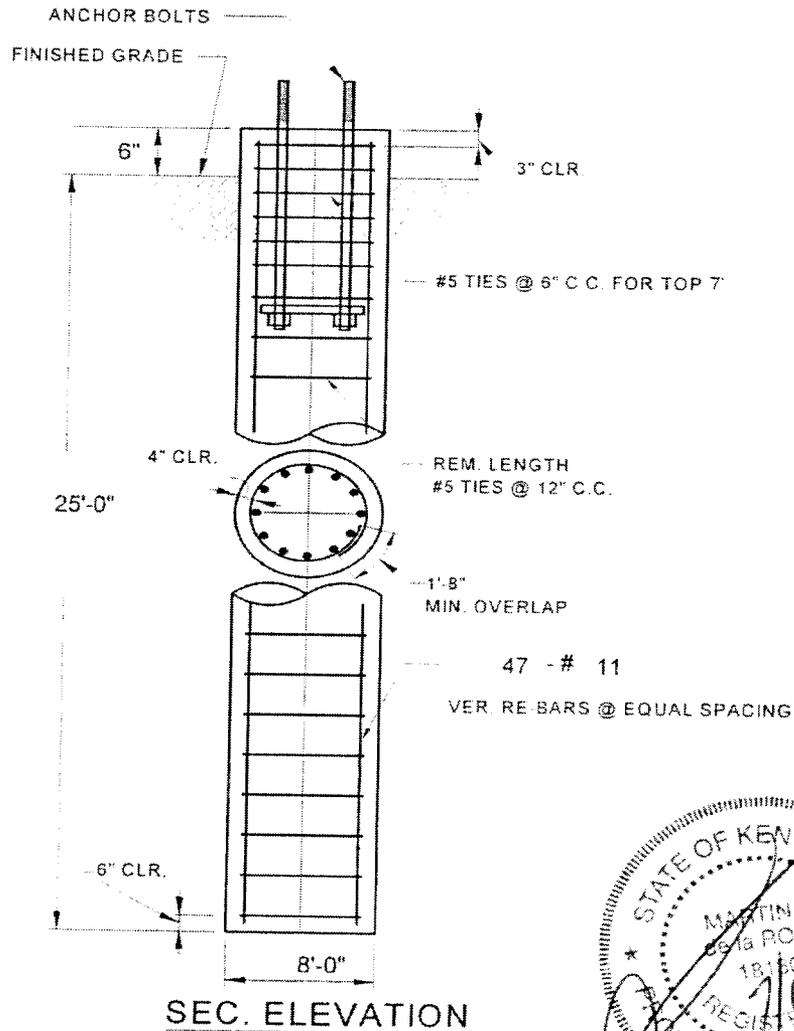
FOUNDATION REACTIONS (OLF NOT INCL.)

UPLIFT:	245.9 KIPS
COMPRESSIO	313.1 KIPS
SHEAR:	39.8 KIPS

**CAISSON
 FOUNDATION**

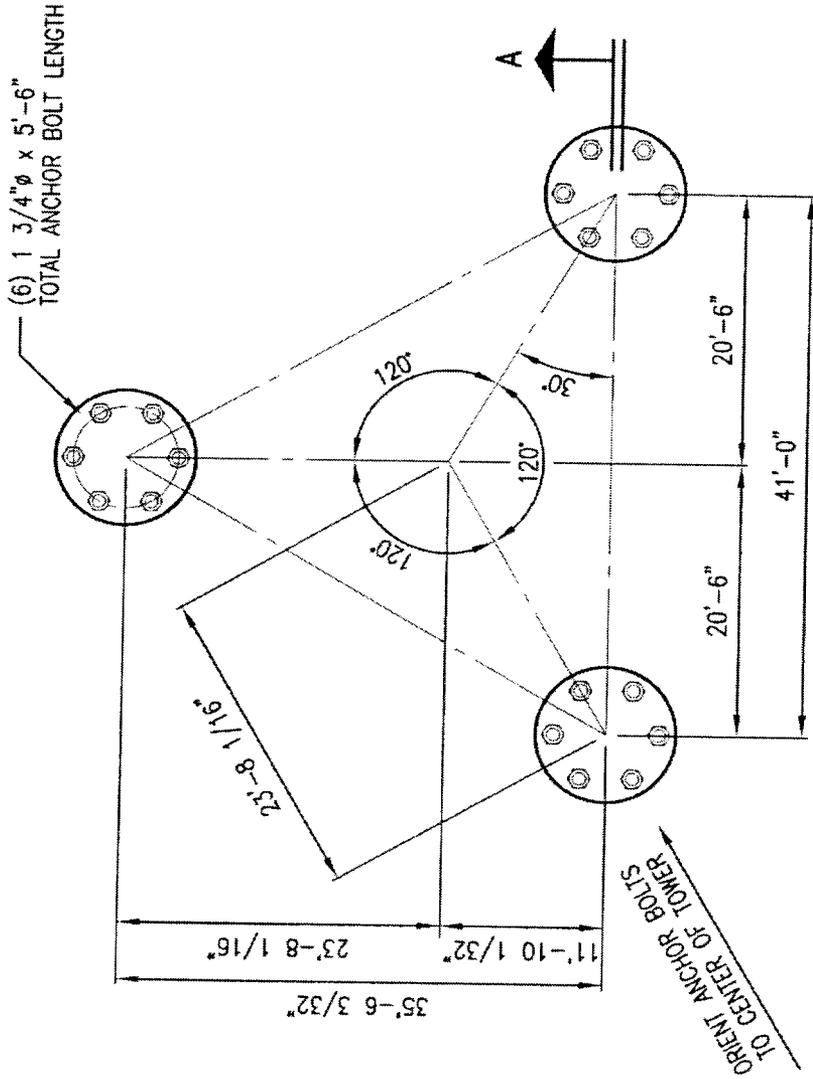


NOT TO SCALE



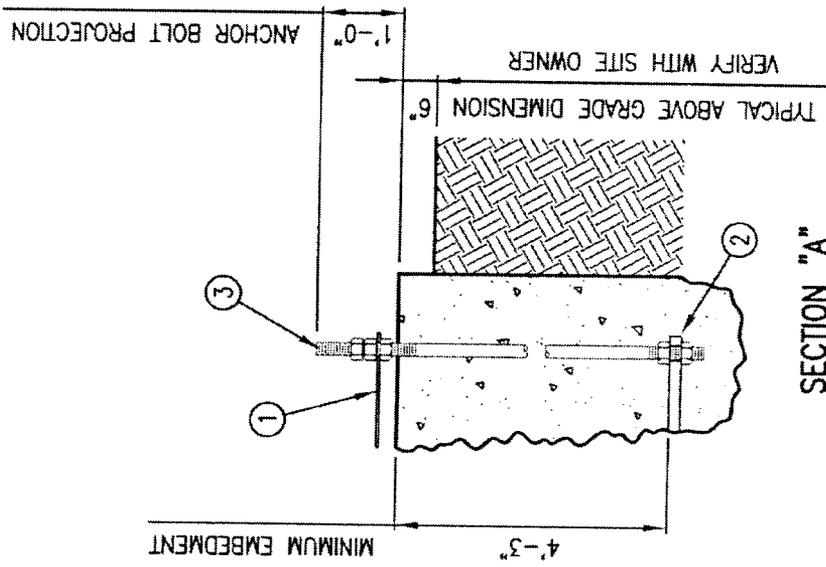
FIELD NOTES:

- 1.) VERIFY TOWER ORIENTATION WITH CUSTOMER.
- 2.) TOP OF FINISHED CONCRETE MUST BE AT THE SAME ELEVATION UNDER ALL TOWER LEGS.
- 3.) SEE FOUNDATION DESIGN FOR SPECIFIC INSTALLATION INFORMATION AND DESIGN CRITERIA.
- 4.) ANCHOR BOLTS TO BE SET WITH FURNISHED ANCHOR BOLT TEMPLATES.
- 5.) ANCHOR BOLT ORIENTATION - SEE BELOW
- 6.) ANCHOR BOLT THREADS ABOVE CONCRETE SHOULD BE PROTECTED DURING FOUNDATION INSTALLATION.
- 7.) REMOVE TOP TEMPLATE PRIOR TO SETTING TOWER BASE SECTION.



PLAN VIEW

BILL OF MATERIAL				
ITEM	MARK NO.	QTY.	DESCRIPTION	WEIGHT/lbs
1		3	TEMPLATE ϕ TOP	
2		3	ANCHOR PLATE ϕ BOTTOM	
3		18	1 3/4" ϕ A316 ANCHOR BOLT * 5'-6"	
4				
5				
6				
7				
8				
9				
10				
TOTAL GALVANIZED WEIGHT/lbs				



REV.	DATE	BY	INIT.	DESCRIPTION
		TLEE		0:\job\04\07\13\job\Drawing\Book\AB0028.dwg
SPECIFIC INFORMATION				
CONWAY, MT VERNON, KY				
SCALE: NONE				
DATE: 14-JUL-04				
JOB NO. SHEET 1 OF 1				
DRAWING TITLE				
ANCHOR BOLT INSTALLATION				
JOB NO. J040713004				
DRAWING NO. AB0028				

1. PROPRIETARY AND CONFIDENTIAL. THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE SOLE PROPERTY OF FWT, INC. REPRODUCTION OR DISSEMINATION OF THIS INFORMATION WITHOUT PRIOR WRITTEN CONSENT OF FWT, INC. IS PROHIBITED.

FWT, Inc.
5750 East I-20
Fort Worth, Texas 76119 U.S.A.
(817) 255-3060 FAX (817) 255-8656

Rebar Size Calculation for Circular Pier

(For Caisson)

Job No.: J040713004
Design No.: S04-0366-A

Prepared by: TWL
Date: 7/14/2004

Uplift: 245.9 kips
Download: 313.1 kips
Shear: 39.8 kips

Number of bars: 47 F_y (ksi): 60
Pier Diameter: 8 ft. Strength Factor: 1.3
Pier Depth: 25.5 ft.

Number of Layers: 11 Theta: 7.7 degrees
Rebar Circle: 88 in.

Layer No.	"d"	No. of Bars	I_x (in. ⁴)	Total Moment of Inertia (in.4)	"c"
1	5.865	4	137.575	43557.8335	43.779
2	11.625	4	540.525		
3	17.177	4	1180.215		
4	22.423	4	2011.187		
5	27.269	4	2974.392	Max. P_{bar}(kips): 13.354	
6	31.628	4	4001.383	P_{allow}(kips): 84.240	OK
7	35.423	4	5019.18		
8	38.586	4	5955.45	Bar Size: 11	
9	41.060	4	6743.68		
10	42.801	4	7327.83	Bar Spacing: 5.88 in.	
11	43.779	4	7666.41	% Steel: 1.01%	

$$V_2 := \frac{2.5 \cdot C_a \cdot I \cdot W}{R} \quad (\text{Note: The total design base shear need not exceed } V_2.)$$

$$V_2 = 8.651 \text{ kip}$$

$$\text{BaseShear} := \text{if}(V > V_2, V_2, V)$$

$$\text{BaseShear} = 1.981 \text{ kip}$$

For Nonbuilding structures:

$$V_3 := 0.56 \cdot C_a \cdot I \cdot W \quad (\text{Eq 34-2})$$

$$V_3 = 5.62 \text{ kip}$$

$$\text{BaseShear} := \text{if}(\text{BaseShear} > V_3, \text{BaseShear}, V_3)$$

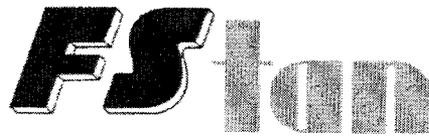
$$\text{BaseShear} = 5.62 \text{ kip}$$

$$\text{WindShear} := 63.2 \cdot \text{kip}$$

$$\text{Result} := \text{if}(\text{WindShear} > \text{BaseShear}, \text{"Okay"}, \text{"No Good"})$$

$$\text{Result} = \text{"Okay"}$$

Conclusions: The design base shear is 5.62-kips, which is less than the wind load of 63.2-kips. Therefore wind loads govern the design.



Land Surveyors & Consulting Engineers

***GEOTECHNICAL
ENGINEERING STUDY***

Proposed Conway 285' SST
Browns Gravel County Road
Mt. Vernon, Rockcastle County, Kentucky
FStan Project No. 04-2554

**FStan Land Surveyors &
Consulting Engineers
2315 Crittenden Drive
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Prepared For:

**Ms. Jana Luecke
Craig & Associates
2508 Newburg Road
Louisville, KY 40205**

June 25, 2004



Land Surveyors and Consulting Engineers
Formerly F.S. Land & T. Alan Neal Companies

June 25, 2004

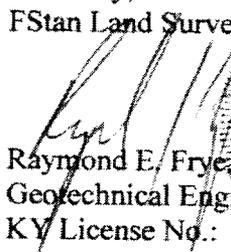
Ms. Jana Luecke
2508 Newburg Road
Louisville, KY 40205-2478

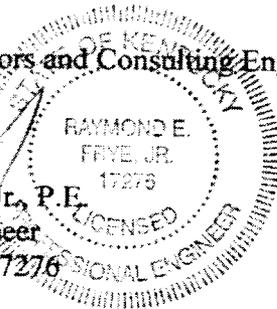
Re: Geotechnical Engineering Study
Proposed 285-foot SST
Cellco Partnership Site Name: Conway
Brown's Gravel County Road, Mount Vernon, Rockcastle County, KY 40456
FStan Project No. 04-2554

Dear Ms. Luecke:

Transmitted herewith is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower foundations. We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact our office.

Cordially,
FStan Land Surveyors and Consulting Engineers


Raymond E. Frye, Jr., P.E.
Geotechnical Engineer
KY License No.: 17276



Copies submitted: (3) Ms. Jana Luecke

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APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 285-foot Self-Supporting Telecommunications Tower

Cellco Partnership – Conway
Reese Property, Brown’s Gravel County Road
Mount Vernon, Rockcastle County, Kentucky
FStan Project No. 04-2554

1. PURPOSE AND SCOPE

The purpose of this study was to determine the general subsurface conditions at the location of the proposed tower by drilling three soil test borings and to evaluate this data with respect to foundation concept and design for the proposed self-supported tower. Also included is an evaluation of the site with respect to potential construction problems and recommendations for quality control during construction.

2. PROJECT CHARACTERISTICS

Cellco Partnership is proposing to construct a 285 feet tall self-supporting communications tower on property owned by Mr. and Mrs. Donald Reese located on Brown’s Gravel County Road, Mount Vernon, Rockcastle County, Kentucky. The proposed lease area will be 100 feet x 100 feet with an access road running roughly east from the lease area to Brown’s Gravel County Road. At the time of our site visit, the area of the proposed tower was a wooded hilltop surrounded by undeveloped land. The site topography and vegetation required the assistance of a dozer to access the boring locations. An all terrain vehicle was used to advance the borings. The surrounding area is generally sloping, with a site elevation of about 1185 feet AMSL. Surface water runoff is directed by the topography toward the southwest. The location of the proposed tower is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a self-support communications tower 285 feet tall. We have assumed the following structural information:

- Compression (per leg) = 500 kips
- Uplift (Per Leg) = 400 kips
- Total shear = 45 kips

The development will also include a small equipment shelter near the base of the tower. The wall and floor loads for the shelter are assumed to be less than 4 kip/ln.ft. and 200 lbs/sq.ft., respectively.

Site Geology

The 1968 Wildie Geologic Quadrangle map indicates the tower site is underlain by the Mississippian aged Wildie member of the Borden Formation. The Wildie Member consists of interbedded siltstone and shale. The shale is clayey to silty, and is greenish gray and locally purple. The siltstone is very fine grained, laminated and greenish gray. The siltstone comprises most of the unit in the southeastern portions of the quadrangle.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling 3 soil test borings near the center of the proposed tower as located and staked on site by the project surveyor. The Geotechnical Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A reference sheet defining the terms and symbols used on the boring logs has also been included in the Appendix. The general subsurface conditions disclosed by the test borings are discussed in the following paragraphs.

The topsoil at the boring locations was about three to four inches thick. Below the topsoil, the borings encountered lean and fat clays to a depth refusal. Broken rock fragments were present in the samples generally greater than 10 feet.

The standard penetration test values (N-values) above 10 feet ranged from 9 to 32 blows per foot (bpf) with an average of about 20 bpf. These values generally represent very stiff soil conditions. For soils below 10 feet, the N-values were generally greater than 50 blows per 6 inch increment; however, observation of the samples revealed that the soil portion was soft to firm, and wet. The presence of rock fragments in the samples below 10 feet had resulted in higher N-values.

The moisture content of the clays ranged from 26.9 to 62.1 percent. Our engineer, using standard visual-manual soil identification techniques classified the clays as low to moderate plasticity (USCS CL and CL/CH)

The bedrock was sampled in boring B-1 to a depth of 40.0 feet below the existing ground surface (bgs). In general, the rock samples consisted of hard, dark gray, fine grained siltstone. The recovery of the siltstone was 91 to 92 percent and the Rock Quality Designation ranged from 78 to 92 percent. These values generally represent fair good quality rock from a foundation support viewpoint.

Observations made at the completion of soil drilling operations indicated groundwater was encountered at a depth of about 14 feet in each of the borings advanced at the site. Our experience indicates that the presence of water in the borings represents trapped or "perched" water above the rock surface. It must be noted however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. The cave-in depth of the borings ranged from 9 to 12 feet bgs. Our experience indicates that the cave-in depth of borings often represent seepage into the borings at or near this level. Furthermore, it must be emphasized that the groundwater level is not stationary, but will fluctuate seasonally.

According to the 2002 Kentucky Building Code, Rockcastle County, Kentucky is within seismic design category B (an UBC equivalent seismic zone of 1). In this system, Zone E is the most seismically active while Zone B has the lowest earthquake potential. Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the building code, the site class is considered C. Seismic design requirements for telecommunication towers are given

in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

4. GEOTECHNICAL DESIGN RECOMMENDATIONS

The following geotechnical design recommendations have been developed on the basis of the previously described project characteristics (Section 2.0) and subsurface conditions (Section 3.0). This office must be notified if the project description included herein is incorrect, or if the proposed structure location is changed, to establish if revisions to the following recommendations are necessary.

4.1. Tower

4.1.1 General

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our borings, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain us to review our recommendations so that we can determine if any modifications are required. The findings of such a review can then be presented in a supplemental report or addendum.

We recommend FStan be retained to review the near-final project plans and specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We recommend this review to check that our assumptions and evaluations are appropriate based on the current project information provided to us, and to check that our foundation and earthwork recommendations were properly interpreted and implemented.

4.1.2. Drilled Piers

Based on a review of the column loads, the subsurface conditions encountered, and our experience with similar conditions, we recommend using drilled shafts to support the proposed self supported communications tower bearing on the underlying siltstone formation. The

following sections provide design and construction recommendations for deep foundations required for heavily loaded structures.

Drilled piers that bear in the relatively unweathered siltstone encountered by boring B-1 at or below a depth of about 25 feet can be designed for an allowable end bearing pressure of 40 kips per square foot (ksf). This allowable bearing pressure is based on the assumption that the bearing material for each drilled shaft will be observed and approved by the geotechnical engineer. If no inspection is conducted, we recommend sizing the foundations for 20 ksf. A concrete-to-rock sound siltstone adhesion value of 6 ksf is available for rock socket capacity considerations to resist uplift. If the socket is used to reduce pier diameter, the end-bearing should be at least 65 percent of the total design capacity. Total and differential settlements of foundations bearing on continuous shale, using the recommended bearing pressure, should be about ¼ inch or less.

The following table summarizes the recommended values for use in analyzing lateral resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The values provided for undrained shear strength and total unit weight are ultimate values and appropriate factors of safety should be used in conjunction with these values.

Depth Below Ground Surface, feet	Undrained Shear Strength, psf	Angle of Internal Friction, Ø, degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, Psf/one foot of depth
0 - 3	500	22	125	Neglect
3 - 12	1,500	25	125	40(D-3)+1,000
12 - 25	500	22	125	40(D-12) + 325
25+	4,000	40	135	200(D-25)

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated. Bedrock exists below 25 feet.

It is important that the drilled piers be installed by an experienced, competent drilled pier

contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

4.2. Equipment Building

The equipment building may be supported on shallow spread footings bearing in the stiff clay and designed for a net allowable soil pressure of 1,500 pounds per square foot. The footings should be at least twelve inches wide. The footings should bear at a depth of at least 30 inches. All existing topsoil or soft natural soil should be removed beneath footings.

The floor slab for the new equipment building may be subgrade supported on a properly prepared subgrade. The slab should be designed and adequately reinforced to resist the loads proposed. The exposed subgrade should be carefully inspected by probing and testing as needed. Any organic material still in place, frozen or excessively soft soil and other undesirable materials should be removed.

Once the subgrade has been properly prepared and evaluated, fill may be placed to attain the desired final grade. Any non-organic, naturally occurring, non-expansive soils can be used for structural fill, including those encountered on this site, pending evaluation by the geotechnical engineer.

All engineered fill should be compacted to a dry density of at least 98 percent of the standard Proctor maximum dry density (ASTM D698). The compaction should be accomplished by placing the fill in about eight inch loose lifts and mechanically compacting each lift to at least the specified density. Field tests should be performed on each lift as necessary to insure that adequate compaction is being achieved.

4.3. Drainage and Groundwater Considerations

Good site drainage must be provided. Surface run-off water should be drained away from the shelter building and not allowed to pond. It is recommended that all foundation concrete be

placed the same day the excavation is made.

At the time of this investigation, groundwater was not encountered. Therefore, no special provisions regarding groundwater control are considered necessary for the proposed structures.

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended the geotechnical engineer or a qualified representative be retained to perform continuous inspection and review during construction of the soils-related phases of the work. This will permit correlation between the test boring data and the actual soil conditions encountered during construction.

5.1. Foundations

5.1.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- Provide a minimum drilled shaft diameter of 36 inches to reasonably enter the drilled shaft excavation for cleaning, bottom preparation and inspection.
- Make provisions for ground water removal from the drilled shaft excavation. While the borings were dry prior to rock coring and significant seepage is not anticipated, the drilled pier contractor should have pumps on hand to remove water in the event seepage into the drilled pier is encountered.
- Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- Retain the geotechnical engineer to observe foundation excavations after the

bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.

- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion, and to allow workers to safely enter, clean and inspect the drilled shaft.
- Inspect the drilled shaft excavation after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Clean the socket "face" prior to concrete placements. Cleaning will require hand cleaning or washing if a mud smear forms on the face of the rock. The geotechnical engineer should approve the rock socket surface prior to concrete placement.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

5.1.2 Equipment Building

The following is recommended for the equipment building foundation construction:

The soils encountered in this exploration may lose strength if they become wet or frozen during construction. Therefore, we recommend the foundation subgrades be protected from exposure to water. Surface run-off water should be drained away from the excavation and not allowed to pond. If possible, all concrete should be placed that same day the excavation is made. If this is not practical, the excavation should be adequately protected. The following guides address protection of footing subgrades and our recommended remediation for any soft soils encountered.

- Protect foundation support materials exposed in open excavations from freezing weather, severe drying, and water accumulation.
- Remove any soils disturbed by exposure prior to foundation concrete placement.

- Place a "lean" concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time.
- Level or suitably bench the foundation bearing area.
- Remove loose soil, debris, and excess surface water from the bearing surface prior to concrete placement.
- Retain the geotechnical engineer to observe all foundation excavations and provide recommendations for treatment of any unsuitable conditions encountered.

5.3. Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This should be increased to 98 percent for any fill placed below the foundations of equipment building. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to insure that adequate moisture conditioning and compaction is being achieved.

Compaction by flooding is not considered acceptable. This method will generally not achieve the desired compaction and the large quantities of water will tend to soften the foundation soils. In addition, if more than 3 feet of fill is placed below the tower foundation, the geotechnical engineer should be contacted.

5.4. Construction Dewatering

No serious dewatering problems are anticipated for shallow excavations. At the time of our investigation, ground water was encountered at a depth of about 14 feet BGS. Depending upon seasonal conditions, some minor seepage into excavations may be experienced in shallow excavations. It is anticipated that any such seepage into shallow excavations can be handled by

conventional dewatering methods such as pumping from sumps. Dewatering of drilled pier excavations that extend below the groundwater level may be more difficult since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the tremie method.

6. FIELD AND LABORATORY INVESTIGATION

The soil test boring was drilled at the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test boring. The boring was extended to refusal materials. The refusal materials were sampled in one boring to the predetermined termination depth of 40.0 feet. The split-spoon and rock core samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and the rock core were placed in standard sample boxes and returned to our laboratory.

The boring logs are included in the Appendix along with a reference sheet defining the terms and symbols used on the log and an explanation of the Standard Penetration Test (SPT) procedure. The log presents visual descriptions of the soil strata encountered, Unified Soil Classification System designations, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

7. LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. FStan is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

This geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings that only depict subsurface conditions at

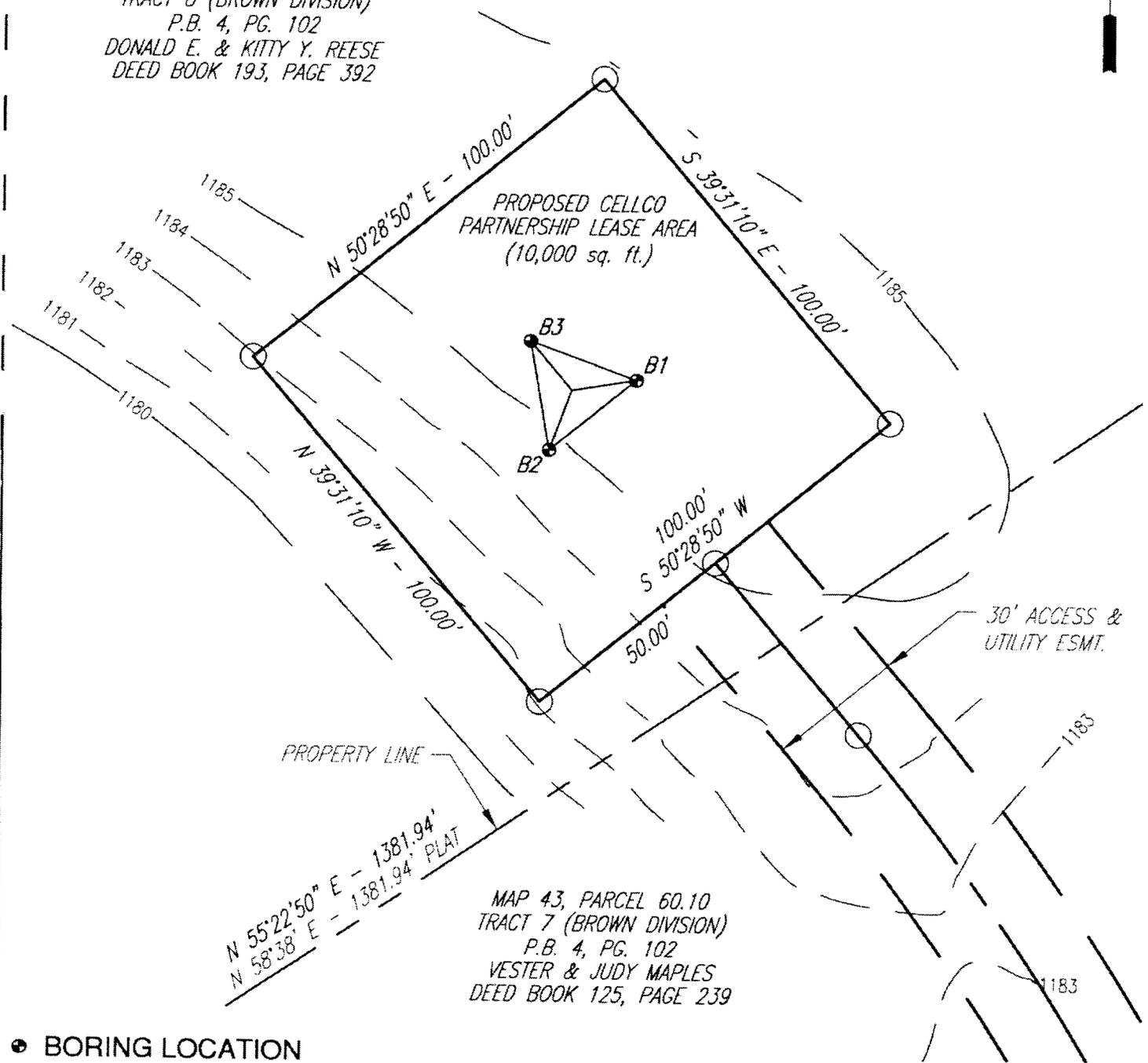
that specific location, time and depths shown on the log. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to re-evaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

MAP 43, PARCEL 60.11
 TRACT 8 (BROWN DIVISION)
 P.B. 4, PG. 102
 DONALD E. & KITTY Y. REESE
 DEED BOOK 193, PAGE 392



BORING LOCATION PLAN

SITE NAME: CONWAY
 PROPOSED 285' SELF-SUPPORT TOWER
 BROWN'S GRAVEL COUNTY ROAD
 MT. VERNON, KENTUCKY 40456

NOT TO SCALE

FSTAN PROJECT #:

04-2553

DATE:

04.28.04



F.S. Land Company
 T. Alan Neal Company
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Geotechnical Boring Log

Boring No: **B-1**

Client: Cellco Partnership	Project Number: 04-2554
Project: Conway	Drilling Firm: Hoosier Drilling
Location: Donald Reese property, Mt. Vernon, KY	Project Manager: Ray Frye
Date Started: 6/15/2004	Total Depth of Boring: 60 ft
Date Completed: 6/15/2004	▽ 14.0 ft on rods
Boring Method: HSA with CME-550 rig	▼ 6.0 ft at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data						Remarks
				No.	Type	Blows	Rec. %	PP tsf	W %	
0.3		Topsoil								
		Stiff, brown, silty lean clay (CL).		1	SS	2-4-5	100		26.9	
3.5		Very stiff, mottled, brown, gray and red, lean to fat clay with rock fragments (CL/CH).		2	SS	7-13-15	89		36.5	
			5	3	SS	7-9-23	78		42	
			10	4	SS	7-12-8	78		36.6	
10.0		Stiff to firm, brown, lean clay with rock fragments (CL).		5	SS	2-7-50/5"	94		39.3	
			15	6	SS	50/5"	40		7.7	
			20	7	SS	50/2"	0			
25.0		Moderately hard, dark gray shale and siltstone.								Auger refusal at 25 feet.
			30	1	RC		91			RQD=78
			35							
			40	2	RC		92			RQD=92
40.0		Coring terminated at 40 feet.								
			45							
			50							
			55							

GEOTECHNICAL BORING LOG 04-2554.GPJ FSTAN.GDT 5/25/04



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 Louisville, KY 40217
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Geotechnical Boring Log

Boring No: **B-2**

Client: Cellco Partnership	Project Number: 04-2554
Project: Conway	Drilling Firm: Hoosier Drilling
Location: Donald Reese property, Mt. Vernon, KY	Project Manager: Ray Frye
Date Started: 6/15/2004	Total Depth of Boring: 60 ft
Date Completed: 6/15/2004	▽ 14.0 ft on rods
Boring Method: HSA with CME-550 rig	Dry at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks
				No.	Type	Blows	Rec. %	PP tsf	
0.3		Topsoil							
		Very stiff mottled, brown, gray and red lean to fat clay (CL/CH) with rock fragments.		1	SS	4-4-6	100		35.6
			5	2	SS	6-8-12	100		36.4
				3	SS	5-9-9	89		52.8
8.5		Stiff, brown, silty lean clay (CL) with shale fragments.		4	SS	5-8-6	78		31.2
			10						
			15	5	SS	2-1-50/5"	71		62.1
16.0		Boring terminated at 16 feet.							
			20						
			25						
			30						
			35						
			40						
			45						
			50						
			55						
									Soft soil encountered above refusal. Auger refusal at 16.0 feet.

GEOTECHNICAL BORING LOG 04-2554.GPJ FSTAN.GDT 5/26/04



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Geotechnical Boring Log

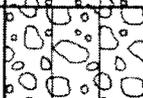
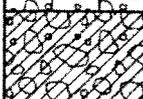
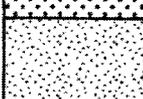
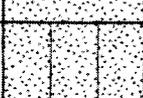
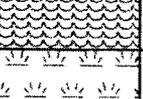
Boring No: **B-3**

Client: Cellco Partnership	Project Number: 04-2554
Project: Conway	Drilling Firm: Hoosier Drilling
Location: Donald Reese property, Mt. Vernon, KY	Project Manager: Ray Frye
Date Started: 6/15/2004	Total Depth of Boring: 60 ft
Date Completed: 6/15/2004	▽ 14.0 ft on rods
Boring Method: HSA with CME-550 rig	Dry at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks	
				No.	Type	Blows	Rec. %	PP tsf		W %
0.3		Topsoil	▽	1	SS	3-50/5"	91		26.7	
		Very stiff, brown lean clay (CL).		2	SS	11-12-15	0			
6.0		Very stiff, mottled brown and gray lean clay (CL).		3	SS	6-9-14	100		43	
				4	SS	6-7-10	89		40.9	
15.5		Boring terminated at 15.5 feet.		5	SS	2-3-50/5"	18		41.1	
									Auger refusal at 15.5 feet	

GEOTECHNICAL BORING LOG 04-2554 GPJ FSTAN GDT 5/25/04

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS (LITTLE OR NO FINES)	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES	
		SAND AND SANDY SOILS (LITTLE OR NO FINES)	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
			(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES	
		(APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
		FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50	(LITTLE OR NO FINES)		ML
	(LITTLE OR NO FINES)				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
(LITTLE OR NO FINES)				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50	(LITTLE OR NO FINES)			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
	(LITTLE OR NO FINES)			CH	INORGANIC CLAYS OF HIGH PLASTICITY	
	(LITTLE OR NO FINES)			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

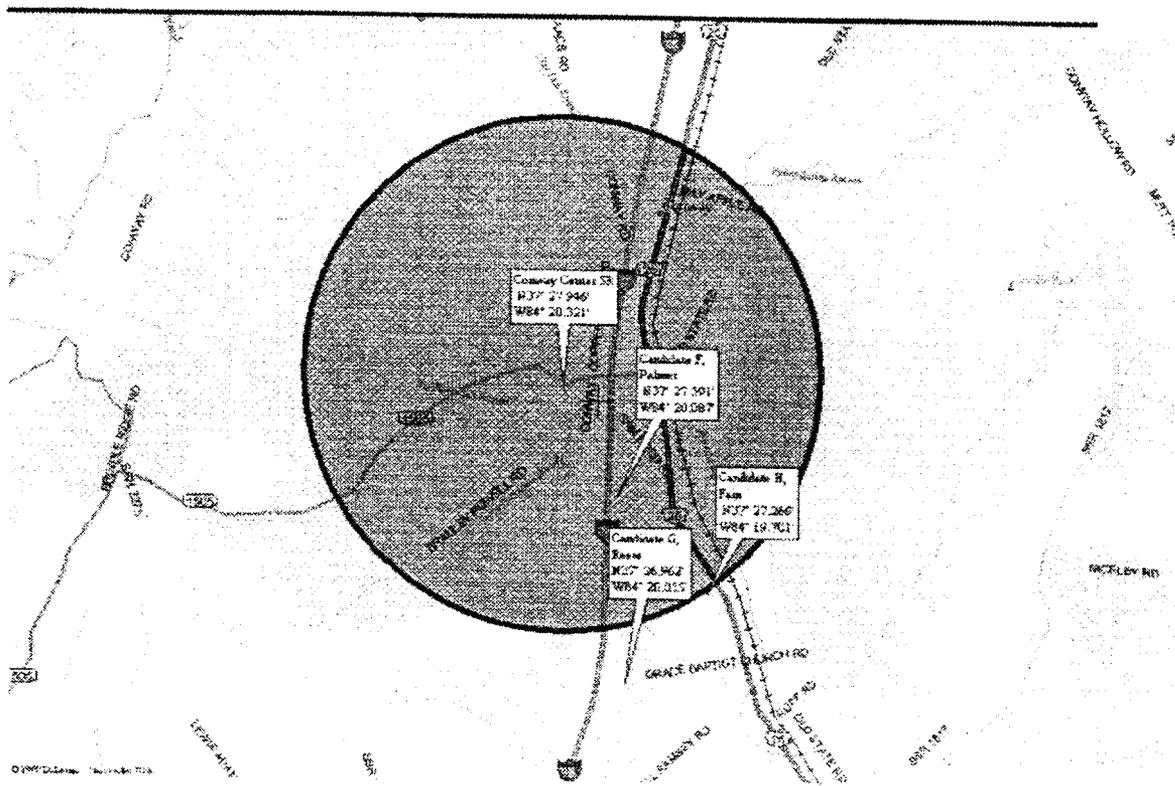
Craig & Associates

SITE DATA PACKAGE

Cellco Partnership

SEARCH AREA #:

CANDIDATE NAME: Error! Reference source not found.



Vicinity Map
(NOT DRAWN TO SCALE)

DRIVE-TO-DIRECTIONS (from interstate exit):

Follow I-64 east to I-75 south. Follow I-75 south to the second Berea Exit. Turn left (east) off of exit ramp. Follow to HWY 25 south. Follow HWY 25 south to Conway. Approximately .25 miles past 1505, turn right on Church Road. Follow to "T" in road. Turn right at "T" and follow to almost the end of the road. Access to site is on the property of Box 285B. Site is located on top of the ridge.

11

6

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

1. APPLICANT - Name, Address, Telephone, Fax, etc.

Cellco Partnership
Jon Flynn
30 Independence Blvd.
Warren, NJ 07059

2. Representative of Applicant - Name, Address, Telephone, Fax

3. Application for: New Construction Alteration Existing

4. Duration: Permanent Temporary (Months _____ Days _____)

5. Work Schedule: Start _____ End _____

6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____

7. Marking/Painting and/or Lighting Preferred:

Red Lights and Paint Dual - Red & Medium Intensity White
 White - Medium Intensity Dual - Red & High Intensity White
 White - High Intensity Other _____

8. FAA Aeronautical Study Number _____

9. Latitude: 37° 27' 00" 79 "

10. Longitude: 084° 20' 01" 80 "

11. Datum: NAD 83 NAD 27 Other _____

12. Nearest Kentucky City Richmond County: Rockcastle

13. Nearest Kentucky public use or Military airport:
Madison

14. Distance from #13 to Structure: 10.82 NM

15. Direction from #13 to Structure: 41

16. Site Elevation (AMSL): 1186 Feet

17. Total Structure Height (AGL): 310 Feet

18. Overall Height (#16 + #17) (AMSL): 1496 Feet

19. Previous FAA and/or Kentucky Aeronautical Study Number(s):

20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map or an Airport Layout Drawing with the precise site marked and any certified survey) Grace Baptist Church Road, MT. Vernon, KY

21. Description of Proposal:

Applicant proposes to construct a 310 foot self support tower.

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration? No Yes, when 8/18/04

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Jennifer Flynn

Printed Name

Jennifer Flynn
Signature

08/18/2004

Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 485.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 030 Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action:

Chairman, KAZC

Administrator, KAZC

Approved

Disapproved

Date

Conway

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

September 7, 2004

Hon. Buzz Carloftis
Rockcastle County Judge Executive
Courthouse
205 Main Street
Mt. Vernon, KY 40456

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: **Public Notice - Public Service Commission of Kentucky,
Case No. 2004-00353 (The Conway Facility)**

Dear Judge Carloftis:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower with attached antennas extending upwards for a total height of 310' and an equipment shelter to be located on R.R. #3, f/k/a Grace Baptist, Mt. Vernon, Rockcastle County, Kentucky. A map showing the location of the proposed new cell facility is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to **Case No. 2004-00353** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

FRANKFORT, KENTUCKY

201 EAST MAIN STREET
SUITE 1000
LEXINGTON, KENTUCKY 40507
(859) 231-8780 • FACSIMILE (859) 231-6518

GREENUP, KENTUCKY

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

September 7, 2004

Donald and Kitty Reese
Route 3, Box 286-A
Mt. Vernon, KY 40456

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2004-00353 (The Conway Facility)**

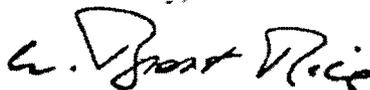
Dear Property Owner:

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

FRANKFORT, KENTUCKY

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McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

September 7, 2004

Vester and Judy Maples
Route 3, Box 286-A
Mt. Vernon, KY 40456

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2004-00353 (The Conway Facility)**

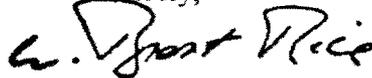
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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

FRANKFORT, KENTUCKY

201 EAST MAIN STREET
SUITE 1000
LEXINGTON, KENTUCKY 40507
(859) 231-8780 • FACSIMILE (859) 231-6518

GREENUP, KENTUCKY

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

September 7, 2004

John and Pauline Eaton
P.O. Box 384
Mt. Vernon, KY 40456

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2004-00353 (The Conway Facility)**

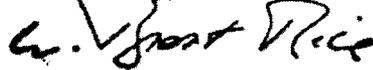
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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

FRANKFORT, KENTUCKY

201 EAST MAIN STREET
SUITE 1000
LEXINGTON, KENTUCKY 40507
(859) 231-8780 • FACSIMILE (859) 231-6518

GREENUP, KENTUCKY

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

September 7, 2004

David Collins
Route 3, Box 633
Brodhead, KY 40409

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2004-00353 (The Conway Facility)**

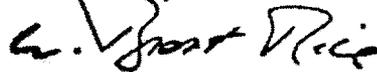
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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

FRANKFORT, KENTUCKY

201 EAST MAIN STREET
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LEXINGTON, KENTUCKY 40507
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GREENUP, KENTUCKY

McBRAYER, MCGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

September 7, 2004

Frank and Marlene Stallsworth
Route 3
Mt. Vernon, KY 40456

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2004-00353 (The Conway Facility)**

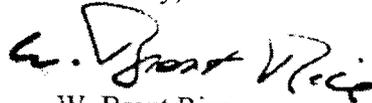
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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

FRANKFORT, KENTUCKY

201 EAST MAIN STREET
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LEXINGTON, KENTUCKY 40507
(859) 231-8780 • FACSIMILE (859) 231-6518

GREENUP, KENTUCKY

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

September 7, 2004

Frank and Jylie Lewis
Route 3
Mt. Vernon, KY 40456

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2004-00353 (The Conway Facility)**

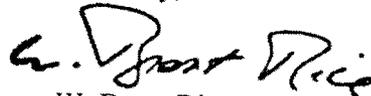
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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

FRANKFORT, KENTUCKY

201 EAST MAIN STREET
SUITE 1000
LEXINGTON, KENTUCKY 40507
(859) 231-8780 • FACSIMILE (859) 231-6518

GREENUP, KENTUCKY

LAND LEASE AGREEMENT

This Agreement, made this 26 day of ~~June~~ ^{July}, 2004 between Donald E. and Kitty Y. Reese, husband and wife, with a mailing address Route 3, Box 286-A, Mt. Vernon, Kentucky 40456, Social Security # 401-40-1031 hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located on R.R. #3, f/k/a Grace Baptist Church Road, Mt. Vernon, Rockcastle County, Kentucky, and being described as a 100' by 100' parcel containing 10,000 square feet, and being further described in Deed Book 193 at Page 392 as recorded in the Office of the Rockcastle County Clerk, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, R.R. #3 a/k/a Grace Baptist Church Road to the demised premises, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Four Thousand Eight Hundred 00/100 Dollars (\$4,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to [REDACTED] the second (2nd) five (5) year extension term shall be increased to [REDACTED] the third (3rd) five (5) year extension term shall be increased to [REDACTED] and the fourth (4th) five (5) year extension shall be increased to [REDACTED]

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facilities and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall

have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not

said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after the notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Donald E. and Kitty Y. Reese
Route 3, Box 286-A
Mt. Vernon, KY 40456

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every

such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25 ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive,

litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably

cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Debbie Strong - Notary
WITNESS
EXD 2/2/08
Madison County
Amara Wal
(Witness)

LESSOR:

Donald E. Reese
Donald E. Reese
Kitty Y. Reese
Kitty Y. Reese

LESSEE:

CELLCO PARTNERSHIP, a Delaware
general partnership

WITNESS

BY:

David R. Heverling
Area Vice President

